

Summary of the RTPI Contract and Variation Agreements

Please note that the following is not a legal interpretation of the contract documents.

1. The RTPI contract is between the Council and Trapeze Group. There are additional variation agreements between the Council and both the Wilts & Dorset Bus Co. (W&D) and First Somerset & Avon Ltd (First). All of these documents run from 12 April 2005 for 15 years.
2. The contract defines the maintenance payments and the fault reporting arrangements.
3. There is a rebate regime for non-performance of maintenance against reported faults that has to be specifically invoked and is only to be used in exceptional circumstances.
4. W&D made contributions towards the cost of the system and make annual payments to the Council from year 6 to year 15.
5. First made initial contributions to the cost of the system and will make an annual payment to the Council from year 6 to year 14.
6. All the RTPI equipment belongs to the Council.
7. W&D and First will keep the on-bus and depot equipment, use it in the proper manner, look after it and insure it.
8. The Council will keep the system properly maintained and working.
9. The Council can terminate all the agreements by giving notice. However, If it does so there is a very large financial penalty as it must hand over all the RTPI equipment to the bus companies at no cost and pay all the outstanding maintenance charges up to the termination date of the agreement (2020). The maintenance charges alone would exceed £700,000, depending on the termination date and inflation factors.
10. There is no provision in the agreement for termination by W&D or First but if either company ceases trading or completely fails to carry out its obligations the Council can re-possess all the RTPI equipment.